

**EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

KESTREL HOLDINGS I, L.L.C.,

Plaintiff,

v.

LEARJET INC. and BOMBARDIER INC.,

Defendants.

04-MBD-10068-NG

**AFFIDAVIT OF GARY D. JUSTIS**

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

I, Gary D. Justis, of lawful age, having first been duly sworn on my oath, state the following information personally known to me:

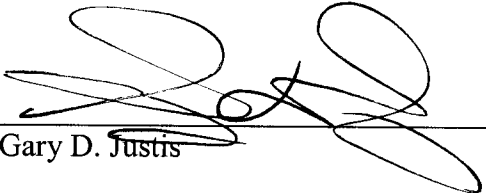
1. I am lead counsel for Plaintiff and an attorney with the law firm of Lathrop & Gage L.C. I also supervise David R. Frye, another Lathrop & Gage L.C. attorney, who is co-counsel on this matter for Plaintiff.

2. Lathrop & Gage's reasonable fees and expenses to prepare and prosecute the motion to compel against Thomas Eagar are detailed on the document attached as Exhibit A hereto entitled "Plaintiff's Fees and Expenses Related to Motion to Compel Against Thomas Eagar."

3. Even though Lathrop & Gage has a contingent fee arrangement with Plaintiff, like any other contingent fee case we handle, all fees and expenses associated with the motion to compel against Thomas Eagar will be billed and paid separately to

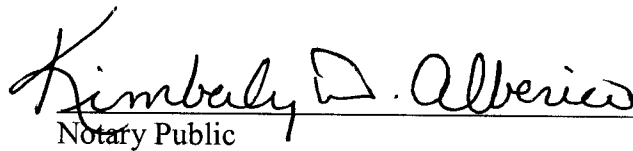
avoid any double billing should Plaintiff prevail in the underlying case. Lathrop & Gage also had paid its Boston local counsel's fees and expenses in this matter and will continue to do so.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Gary D. Justis

Subscribed and sworn to before me on this 21<sup>st</sup> day of May, 2004.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public

